



Mailing Address:  
Lexington Management, LLC  
1256 Centennial Centre Blvd.  
Hobart, WI 54155

## RULES AND REGULATIONS

LESSEE(s): [REDACTED]

Premises Address: [REDACTED]

These Rules and Regulations are incorporated into LESSEE’s Lease Agreement. If there is any conflict between the terms and conditions of the Rules and Regulations and those contained in the Lease Agreement, the terms and conditions of the Rules and Regulations shall be controlling.

1. **DEFINITION OF LESSEE:** The term LESSEE is defined broadly and includes all persons named in the Lease Agreement, all occupants, their family members, guests, invitees and/or others under their control.
2. **CONDUCT TOWARDS LESSOR:** LESSEE's conduct toward LESSOR is to be reasonable and respectful. LESSEE shall not harass LESSOR or those acting on behalf of LESSOR, such as staff members, agents, subcontractors, or vendors. Verbal, written, electronic or physical communications with the intent to frighten, intimidate, threaten, abuse, harass, and/or using profane obscene or lewd language are prohibited. LESSEE shall not interfere with LESSOR’s management of the rental property. Nothing in this section authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
3. **COMMUNICATION:** LESSEE understands that LESSOR will use LESSEE’s provided phone number for calls and text messaging, and email address as methods to communicate. Most communication from LESSOR will be via email, and it is LESSEE’s responsibility to check email frequently. LESSEE agrees to regularly and thoroughly check email junk/spam folders for any communications from LESSOR. It is the responsibility of LESSEE to ensure the LESSOR always has LESSEE’s most current phone numbers and email addresses.
4. **RIGHT TO ENTER:** LESSOR may at any reasonable time, provided at least a twelve (12) hour notice has been given, enter the Premises for the purpose of inspection, making repairs, showing the Premises to prospective tenants or purchasers, or for any other purpose authorized by law. LESSOR may enter without notice upon the consent or request of LESSEE for maintenance service or when a health or safety issue exists, or when LESSEE is absent from the Premises and LESSOR believes that entry is necessary to preserve or protect the Premises.
5. **FAILURE TO ALLOW ACCESS/DENIAL OF ENTRY:** LESSOR must be able to access the Premises through the Premises door and/or the garage door, when necessary. If LESSEE fails to allow LESSOR, or a vendor hired by LESSOR, or any other representative of LESSOR access to the Premises after LESSOR has properly complied with all notice provisions required, LESSEE will be responsible for any costs associated with LESSORS time spent attempting to enter the unit, or costs incurred by LESSOR for the visit from a vendor because of LESSEE’s failure to allow access to the Premises.
6. **AFTER HOURS MAINTENANCE EMERGENCY:** Reporting an emergency shall be made via phone call to the after-hours emergency phone number provided by LESSOR. This service is for emergency purposes only. Emergencies include: (1) lack of heat, running water, or electricity, (2) large concentration of water and/or a large water leak, or (3) fire alarm and/or sprinklers going off.
7. **LOCKOUT:** Should LESSEE become locked out of the Premises, LESSEE must hire a private locksmith to regain entry at LESSEE’s sole expense. LESSEE shall also be responsible for the cost of repairing or replacing the locks if any damage is caused by the locksmith. If LESSEE resides at a property with keyless entry, the manager will attempt to provide LESSEE entry within a reasonable amount of time if the lockout occurs outside of normal business hours. If LESSEE loses a key fob, a new fob will be issued only during normal business hours. If the lockout occurs due to LESSEE’s failure to replace the batteries in the keyless entry system, it will be the responsibility of LESSEE to regain access to the Premises.
8. **QUIET TIME:** Quiet time runs from 10:00 p.m. to 8:00 a.m. every day. Objectionable noise including, but not limited to, musical instruments, stereos, radios, televisions, gaming systems and surround sound systems are not to be played so loudly that they are objectionable to other Lessees or the LESSOR, regardless of the time of day. LESSEE understands that they live in a multi-occupant rental property where regular living noises may occur, regardless of the time of day.
9. **SOCIAL GATHERINGS:** LESSEE may have sociable and friendly gatherings of people, provided such gatherings do not violate any Rules and Regulations, disrupt the quiet use and enjoyment of other Lessees and neighbors, or become obscene, or objectionable to LESSOR or others. LESSEE is responsible for the conduct of all guests, invitees, and others under LESSEE’s control whenever they are visiting the rental property. Guests and invites should not be in the rental property if LESSEE is not present. Nothing in this section authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
10. **SUBLEASING:** LESSEE is not allowed to sublease or assign the Premises, or any portion of the Premises, during the lease term, without LESSOR’s advance written consent. Subleasing includes any agreement or posting whereby LESSEE charges or intends to charge a third-party for the use of the Premises, including but not limited to, short-term or vacation rentals via websites such as Airbnb, VRBO, Marketplace, Bed and Breakfast, etc. Any violation of this provision shall result in LESSEE having to pay a five hundred dollar (\$500) fee per occurrence per day, to cover LESSOR’s actual costs to remedy this situation. Payment of this fee by LESSEE does not mean that the sub-leasing or assignment can continue. Payment of the fee does not mean that LESSOR waives its right to serve the appropriate notice to terminate LESSEE’s tenancy and/or evict LESSEE.
11. **UNAUTHORIZED OCCUPANCY:** The Premises is to be occupied only by those LESSEES listed on the Lease Agreement and other authorized occupants. A two hundred and fifty dollar (\$250) fee per occurrence will be assessed against LESSEE for each unauthorized



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person occupying the Premises. Payment of the fee does not waive LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. Payment of the fee in no way grants permission for the unauthorized person(s) to remain on the Premises.

12. **HEATING / COOLING:** LESSEE agrees to report any problems with the heating or cooling system to LESSOR immediately. When LESSEE controls the temperature of the heating / cooling unit, LESSEE agrees to follow the outlined requirements below. **During the heating season:** LESSEE agrees to maintain a temperature of at least 62° degrees Fahrenheit on all heating units, set any electric heaters to a minimum of the setting "low" or two (2) but adjusting accordingly based on the room's temperature, and ensure all exterior doors, windows, and garage doors are properly closed and secured when not in use. If any heating unit is found to be turned off, for any reason, or set to a temperature below 62° degrees Fahrenheit during the heating season, LESSEE will be assessed a fee of fifty dollars (\$50) for each instance. **During the cooling season:** LESSEE agrees to maintain a temperature at or below 85° degrees Fahrenheit in the Premises by the use of the cooling units. If the any cooling unit is found set to a temperature above 85° degrees Fahrenheit during the cooling season, LESSEE will be assessed a fee of fifty dollars (\$50) for each instance. LESSEE is responsible for any damage to the Premises, including but not limited to, damage to other residential units and common areas, as a result of LESSEE not maintaining sufficient heating or cooling temperatures, unless caused by the negligent acts or omissions of LESSOR.
13. **UTILITY SHUT OFFS:** In the event shut-off of any utility including, but not limited to, water, power, electric, gas, are shut off by the municipality or other provider as a result of LESSEEs acts or failure to act, LESSEE has twenty-four (24) hours from the time of shut off to have the utility turned back. Any damage incurred as a result of the shutting off of any utility if due to LESSEE's acts or failure to act, will be the responsibility of LESSEE upon demand.
14. **NO SMOKING:** LESSEE acknowledges that the Premises, common areas and the entirety of the rental community, including but not limited to, the outside spaces and grounds, have been designated as "no smoking". The term "smoking" includes the inhalation, exhalation, breathing, burning, or carrying of any lighted or heated cigar, cigarette, pipe, or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor of liquid nicotine and/or other substances to the user. If LESSEE breaches this policy, which shall be determined at LESSOR's sole discretion using reasonable evidence of smoking which may include, but is not limited to, ash trays, ashes, burn marks, smoke, smoke smell, cigarette butts, shall result in a five hundred dollar (\$500) fee per each occurrence, per person. This five hundred dollar (\$500) fee shall be in addition to any actual costs incurred by LESSOR to repair, replace, and/or clean any damage caused by the breach, including but not limited to, the labor costs associated with picking up cigarette butts. By charging this fee, LESSOR is not waiving its right to serve LESSEE with the appropriate notice to terminate LESSEE's tenancy up to and including eviction. LESSEE acknowledges that LESSOR's adoption of this "no smoking" policy does not make LESSOR or its agents the guarantor of LESSEE's health. LESSOR will take reasonable steps to enforce the "no smoking" policy but does not guarantee the smoke-free condition of the property. LESSOR cannot enforce the "no smoking" policy unless LESSOR has firsthand knowledge of a violation or has received a written notice of a violation.
15. **OPEN FLAME PROHIBITED:** LESSEE shall not burn candles, incense, oil lamps, or anything else that emits a flame, oil, or smoke, on the Premises. In the event that LESSEE ignores this rule and it results in damage, including but not limited to, soot markings or staining anywhere on the Premises, LESSEE will be responsible for LESSOR's costs to repair or replace the damage, including but not limited to, painting the entire Premises.
16. **CRIMINAL ACTIVITY:** LESSEE shall not engage or allow others to engage in criminal activity in or on the Premises or any other activity that disturbs others or damages the Premises or rental property. Nothing in this section authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.
17. **ILLEGAL DRUGS:** No illegal drugs are permitted to be stored, used, or sold in the Premises or on the rental property. Nothing in the above sentence authorizes LESSOR to terminate the tenancy of LESSEE based solely on the commission of a crime in or on the Premises or rental property if LESSEE, or someone who lawfully resides with LESSEE, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.
18. **PET POLICY:** No pets of any kind, including without limitation, caged animals such as gerbils, hamsters, mice, rats, lizards, snakes, or any exotic species of pet, farm animals, and cats, are allowed on the Premises or the property at any time. No visiting pets are allowed on the Premises or the property at any time. The following properties allow a maximum of one (1) dog: Harbor Pointe, Madeira, Stradale, Urban Edge, Valhalla, Volante, Aria Place (only in the Cabeletta and Cadenza floor plans), Bridgewater & Asterion (only in the townhome and lower style units) and duplexes (only at the LESSOR's discretion). Pets are only allowed on the property after LESSOR has received a signed Pet Agreement from LESSEE and all required deposits and fees have been paid. Breed and weight restrictions apply as set forth in the Pet Policy. It is the responsibility of LESSEE to notify guests of the pet policy. A five hundred dollar (\$500) fee, per occurrence, per animal, will be assessed to LESSEE if an unauthorized pet is found or seen on the Premises for any amount of time. Payment of the fee in no way gives LESSEE permission to keep the pet on the Premises. Payment of the fee does not waive LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. LESSEE shall be permitted to maintain only one (1) aquarium of up to twelve (12) gallons. Any aquarium or aquarium-type container on the Premises that exceeds the twelve (12) gallon limit will be considered unauthorized and a five hundred dollar (\$500) fee, per occurrence, per aquarium, will be assessed. Any size aquarium found to be housing any pet other than fish is prohibited and the five hundred dollar (\$500) fee is applicable. Payment of the fee in no way gives LESSEE permission to keep the unauthorized pet on the Premises. Payment of the fee does not waive LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction.



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19. **ANIMALS / ANIMAL DAMAGE:** LESSEE acknowledges that animals can cause damage, waste, or neglect to the Premises. LESSEE understands and agrees that should LESSEE's animal cause damage, waste, or neglect to the Premises, including but not limited to, common areas, basement, parking areas, outdoor spaces, and grounds, that LESSEE will be responsible for the costs to repair, replace, or remediate the damage, waste, or neglect. Remedy of such damage, waste, and neglect includes, but is not limited to, carpet cleaning, carpet repair, carpet replacement, cleaning of flooring, repair of flooring, replacement of flooring, extermination costs, lawn repair, waste removal and odor removal. LESSEE agrees that the use of a blacklight and PH level monitor are appropriate testing devices to determine if LESSEE's animal has caused damage to the Premises or other areas of the property. Nothing in this provision shall be construed as an authorization for LESSEE to keep an animal on the Premises without the prior written permission from LESSOR. LESSEE agrees that any animal permitted on the Premises must be kenneled or safely confined to a certain area of the Premises when LESSEE is not home. LESSEE agrees that no lead or tie out is allowed on the property. LESSEE agrees that any animal must be leashed when not inside the Premises. LESSEE agrees that any animal will not cause excessive noise and/or disturb the quiet use and enjoyment of the Premises by other LESSEES, neighbors, or management. LESSEE agrees that their animal may only defecate or urinate on areas containing grass. LESSEE is responsible for the immediate removal and disposal of their animal's waste in the provided dumpster bins. Animal waste is prohibited from being stored or kept anywhere except the provided dumpster bins, this includes but is not limited to storing waste in the Premises, on any porch, patio, balcony, hallway, lawn, or other landscaped areas. If LESSOR is required to clean up any animal waste caused by LESSEE's animal, LESSEE will be billed for costs at the hourly rate of one hundred and fifty dollars (\$150) per hour minimum. LESSEE understands that should any lawn repair be required as a result of LESSEE's animal, that LESSEE is responsible for the actual costs to repair or replace the damaged lawn. LESSEE should not attempt to repair any lawn damage caused by LESSEE's animal. Instead, LESSEE should notify LESSOR of the damage immediately.
20. **SURVEILLANCE CAMERAS OR VIDEO:** LESSEE is prohibited from installing or maintaining any surveillance camera or video system ("surveillance system") of any kind whatsoever that faces outward toward any common areas or the exterior of the property. Violation of this rule will result in a fee of fifty dollars (\$50) per occurrence. Payment of the fee does not waive LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. Any surveillance system installed or maintained in any common areas, or on the exterior of the property will be removed by LESSOR, and LESSEE will be responsible for the cost of removal as well as any damage that occurred during removal. Nothing prohibits LESSEE from installing a surveillance system inside LESSEE's Premises, provided the camera or video system is positioned for the sole purpose of capturing activity strictly within the LESSEE's unit, subject to applicable governmental laws and/or any other covenants or restrictions contained in the Lease Agreement. LESSEE's installation and maintenance of any surveillance system on the Premises shall not unreasonably interfere with LESSOR's access to the Premises. LESSOR is not responsible for and should be held harmless for any failure or misuse of the surveillance system, unless caused by the neglect acts or omissions of LESSOR. LESSEE shall remove LESSEE's surveillance system, at LESSEE's sole cost and expense, prior to vacating the Premises. LESSEE shall be responsible for any damage to any portion of the Premises caused by LESSEE's installation, use, or removal of the surveillance system. LESSOR reserves the right to prohibit the use of any surveillance systems by LESSEE on the LESSOR's property, in LESSOR's sole and absolute discretion.
21. **DRAINS / TOILETS / PLUMBING FIXTURES:** LESSEE acknowledges and agrees that upon the Original Lease Commencement Date, all drains, toilets, and plumbing fixtures within the Premises are operating properly and fully functional. If this Lease Agreement is not a renewal, then LESSEE agrees to notify LESSOR of any problems with any drains or plumbing within the Premises within thirty (30) days of the Original Lease Commencement Date, at which point LESSOR will repair the problem at no charge to the LESSEE, unless such problem was caused by the intentional acts, negligence, or misuse by LESSEE. Any repairs required thereafter to any drains or plumbing will be the responsibility of LESSEE. This includes, but is not limited to, clogging of the drains due to hair, improper use of the garbage disposal, foreign objects in the drains, improper disposal of feminine products, excessive use of toilet paper, and/or use of wipes. If it becomes necessary for LESSOR to unplug LESSEE's toilet or drains, LESSEE will be charged a fee of seventy-five dollars (\$75) per toilet or drain. If it becomes necessary for LESSOR to hire a plumber, LESSEE shall be responsible for the actual costs incurred by LESSOR. LESSEE understands that the use of toilet tabs, including but not limited to, bleach, blue, etc. is prohibited. LESSEE understands that the installation of any additional or replacement plumbing fixtures is prohibited. LESSEE is responsible for reporting to LESSOR in writing any instances of running water, including, but not limited to, running toilets, leaking faucets, or plumbing fixtures, immediately upon discovery. Failure to report such instances of running water will result in LESSEE being responsible for any damage and/or increased utility costs as a result.
22. **LAUNDRY:** Laundry equipment in the rental property and in the Premises, if applicable, is to be used only between the hours of 8:00 a.m. and 10:00 p.m. LESSEE shall not do laundry except in rooms provided for that purpose.
23. **COIN-OP / COMMON HALL LAUNDRY MACHINES:** LESSEE agrees to use the common hallway laundry machines at their own risk and in accordance with the Laundry Room Etiquette instructions posted in each common hall outside of the laundry room. LESSEE agrees that if a machine is not working properly, to notify LESSOR by submitting a service ticket. LESSEE agrees that LESSOR is not responsible for any money lost in the machines nor items damaged by machine, unless due to the negligent acts or omissions of LESSOR. Under no circumstances will refunds be issued.
24. **SATELLITE DISH:** No satellite dishes are allowed on the Premises or the rental property unless authorized in writing by LESSOR through a signed Satellite Dish Agreement, prior to any installation. A two hundred and fifty dollar (\$250) fee will be assessed if LESSEE installs or allows to be installed a satellite dish without the prior written consent of LESSOR. LESSEE's payment of the fee in no way allows LESSEE to keep a satellite dish on the Premises or the rental property. LESSEE's payment of the fee does not waive LESSOR's right serve LESSEE



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with a notice and/or eviction for the breach. LESSEE will be responsible for paying the actual costs incurred by LESSOR to remove the satellite dish and repair any damage caused by the installation and/or removal of the satellite dish. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.

25. **USE OF COMMON AREAS:** Loitering and destruction of the property in the hallways, stairwells, basements, parking structures, dumpsters, or other common areas is prohibited. All provisions, groceries, furniture, sleds, strollers, bicycles, boxes, or any other similar articles shall be taken in or removed through the doors of the buildings only, and all damage to the building caused by the moving or carrying of articles shall be paid by LESSEE upon demand, unless caused by the negligent actions or omissions of LESSOR. No personal property is permitted to be kept in any common areas, even if for a short time. Any damage to the front door of the Premises caused by LESSEE including, but not limited to, hanging decorations, signs, shall be paid by LESSEE upon demand. Rugs or mats placed outside of the entry door are only allowed if presentable and approved by LESSOR. The riding of bicycles, tricycles, skateboards, etc. inside the rental property, in basements, and/or in parking areas is not permitted. No personal property may be stored in halls, landings, and/or in basements or other common areas, except for in LESSEE's assigned unit or storage space. Availability and use of the rental property's recreational facilities, landscaped areas, drives, walks, trails, other outdoor areas, lockers, storerooms, laundry facilities, and/or storage space in the building used by the LESSEE is furnished gratuitously and is not part of the Leased Premises. LESSOR shall not be responsible for any loss or damage to any personal property or injuries while LESSEE is using said area, unless caused by the negligent acts or omissions of LESSOR. LESSEE shall use these areas at their own risk.
26. **OBSTRUCTION OF ENTRANCES:** The streets, sidewalks, entrances to the building, or any rooms housing the mechanicals for the building shall not be obstructed in any way or used by LESSEE for any purpose other than for ingress or egress.
27. **UNIT CLEANLINESS:** LESSEE is required to maintain the Premises in a clean and habitable condition, determined at LESSOR's reasonable discretion.
28. **CARPET CLEANING:** Prior to LESSEE vacating, LESSEE must have all carpeting in the Premises professionally cleaned and dry. LESSEE must provide a copy of the paid receipt for the professional carpet cleaning to LESSOR at the time of final move-out inspection. Only verifiable professional extraction carpet cleaning may be used. Using a steaming company or a Rug Doctors or similar device is prohibited. If LESSEE fails to have all carpeting in the Premises professionally cleaned and/or fails to provide a receipt for same, LESSOR will arrange for the carpeting to be professionally cleaned and LESSEE will be responsible for the cost of the carpet cleaning plus a twenty five dollar (\$25) service fee. Any damage, waste, or neglect to the carpeting may be deducted from LESSEE's security deposit. The routine cleaning of the carpeting, absent any costs for the repair of damage, waste, or neglect, will NOT be deducted from LESSEE's security deposit but still must be paid by LESSEE.
29. **LAWN/LANDSCAPING/SPRINKLER(S):** LESSEE is prohibited from tampering with the lawn, landscaping, and/or any facet of the sprinkler systems at any time.
30. **PONDS:** LESSEE and any animals are prohibited from entering any of the ponds located on the grounds at any time. Fishing in the ponds is also prohibited. Feeding of any wildlife is prohibited. Placing or throwing objects of any kind in the pond is prohibited.
31. **RECREATIONAL ITEMS:** No recreational water items, including but not limited to, swimming pools, hot tubs, water balloons, sprinklers, and slip and slides are permitted. No trampolines are permitted on the Premises.
32. **EXCESSIVE FURNITURE:** No standard, upright, or grand pianos, organs, fitness equipment, water beds, pool tables, or furniture of large and unusual dimensions or weight are permitted in the Premises without the prior written approval of LESSOR.
33. **INDOOR AIR QUALITY / HUMIDITY:** It is LESSEE's responsibility to help control the indoor air quality and reduce humidity in the Premises. As such, LESSEE agrees to do the following:
  - A. Properly ventilate the Premises by using exhaust fans in bathrooms and above the stove.
  - B. Open windows, doors, and blinds as needed for ventilation and to reduce moisture.
  - C. Use a dehumidifier/air conditioner when necessary or as directed by LESSOR.
  - D. Routinely remove condensation from areas with excessive moisture.
  - E. Notify LESSOR of any water leaks. Failure to promptly report water intrusion to LESSOR may result in LESSEE being responsible for the associated damages.
  - F. Be mindful that any wet laundry, hanging or otherwise, can create excessive moisture and refrain from hanging or leaving wet laundry anywhere in the Premises.
  - G. Inform LESSOR immediately of any discoloration noticed anywhere in the Premises so that LESSOR can determine the proper remedy.
34. **PORCHES / PATIOS / BALCONIES:** Porches, patios, and balconies shall not be used for any purpose other than a place to stand or sit. LESSEE shall not store any items or equipment other than normal outdoor furniture on the porch, patio, or balcony, examples include but are not limited to, animal waste or garbage. LESSEE is permitted to have one hammock or hanging type chair on the porch, patio, or balcony as long as it is free-standing and does not attach to any portion of the porch, patio, or balcony, and does not protrude beyond the LESSEE's porch, patio, or balcony. Porches, patios, or balconies may not, by way of example and not by limitation, be used to hang clothing or rugs, or for storage of any kind, including, but not limited to, bicycles, workout equipment, garbage, garbage containers, strollers, wagons, toys, etc. Items or objects may not be thrown, dropped off, or lowered from any porch or balcony. No covering shall be installed on porch, patio, or balcony floors or railings. Any items on the porch, patio, or balcony are not to extend past the actual dimensions of the porch, patio, or balcony itself, this includes, but is not limited to, flowerpots, solar lights, hook hangers, wind chimes, shepherd hooks, or lawn ornaments,



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etc. LESSEE understands that items placed on a porch, patio, or balcony are not to be objectionable to other Lessees or LESSOR. Potted plants are permitted on the porch, patio, or balcony if they do not cause damage, become unsightly or unseasonal, and must be stored elsewhere when not in season.

35. **PORCH / PATIO / BALCONY / FRONT DOOR DÉCOR:** LESSEE agrees that holiday and/or seasonal décor must be removed no more than ten (10) days after the holiday and/or season has passed or if it becomes unsightly or unseasonal, as determined by LESSOR in its sole discretion. LESSEE agrees that lights may be used as décor on the porch, patio, or balcony only if they meet the following requirements: (a) must be attached via command hook, wrapped around or zip tied to the railing and/or pillars (any other form of attachment is not permitted); (b) must be white, clear, or white-yellow. No other color is permitted, unless considered to be holiday décor and used during the allowed time, as determined by LESSOR in its sole discretion; (c) must not be rope lighting; (d) must not strobe or flash at any time; (e) must not be excessive or offensive, as determined by LESSOR in its sole discretion.
36. **WINDOW COVERINGS:** LESSEE agrees that any window covering must be a curtain, blind or window film, each as specifically designed as a window covering. Any curtain or blind must be a solid and neutral color of white, cream, tan, grey, or black. Window film may be frosted, translucent, and/or opaque, but shall not be colored.
37. **COOKING:** Grease and food scraps including, but not limited to, food scraped off plates or other dishes, shall be disposed of in leak proof garbage bags along with general garbage. LESSEE must cook in a manner that will not offend or annoy other Lessees and use the oven fan at all times when cooking. LESSEE shall only cook in rooms provided for that purpose.
38. **COOKING APPARATUSES:** No cooking apparatuses of any kind are permitted to be on the porch, patio, or balcony. Cooking apparatuses include, but are not limited to, electric, propane, charcoal, or pellet-fueled grills, smokers, or fryers. Cooking apparatuses are only permitted to be used if they are more than twenty-five (25) feet from any structure. Once cooled, all cooking apparatuses must be stored inside LESSEE's private garage, if they intend to be kept on the property. Cooking apparatuses are not permitted to be stored in any underground storage locker or parking area. LESSEE understands that LESSEE is responsible for any damage caused to the LESSOR's property as a result of using cooking apparatuses including, but not limited to, grease spills or melted siding.
39. **ATTACHMENTS TO THE EXTERIOR OF THE BUILDING:** No items including, but not limited to, camera doorbells, cameras, radio/television wires, satellite dishes, aerial connections, or decorations shall be installed, placed on, or attached to the property without the prior written consent of LESSOR. LESSOR is authorized to remove at any time and at the expense of LESSEE, any such apparatus erected without obtaining the prior written consent of LESSOR.
40. **VEHICLES:** Repairing or washing vehicles on the Premises is prohibited. LESSEE agrees to adhere to a speed limit of 10 MPH when driving on the property. Vehicles must be properly maintained, in working order, and not pose a safety or possible damage issue to the Premises. Vehicles that are in need repair or are in poor condition are not allowed to be stored on the Premises, including but not limited to crashed vehicles or vehicles with flat tires. It may be determined, at LESSOR's sole discretion, whether a vehicle is considered to be improperly maintained or unsightly and if so, the vehicle must be removed or must be fully covered with some type of approved covering in order to be kept in any parking area, approval to be determined by LESSOR. LESSEE agrees to remove any vehicle from the parking area that leaks oil or any other fluids, within twenty-four (24) hours of receipt of notice from LESSOR asking LESSEE to remove their vehicle. LESSEE's vehicle is not allowed to return to the property until all leaking has been repaired, and proof of such has been given to LESSOR. LESSEE will be charged the maintenance labor rate for work performed and supplies or LESSOR's vendor costs for the cleanup of any leakage. No recreational vehicles, trailers, boats, campers, semi-trucks, or snowmobiles are permitted on the property, even temporarily, without the prior written approval of LESSOR. Motorcycles are permitted only if registered as a vehicle with LESSOR. Approved motorcycles may be parked in LESSEE's garage or assigned underground garage parking space provided all of LESSEE's vehicles fit within said space and do not take up additional space or protrude into additional spaces. Motorcycles may not be parked in the outdoor parking lot. Running a motorized vehicle of any kind in the interior of the Premises and rental property is prohibited, apart from the garage where the garage door must be open. All vehicles on the property must contain a valid license plate and display a valid registration sticker. It is LESSEE's responsibility to notify LESSOR of any changes made to any vehicles registered to LESSEE's Premises. Any vehicle on the property that is not registered to the Premises will be considered unauthorized and may be ticketed and towed at LESSEEs expense. Vehicle information for those individuals listed as authorized occupants on the Lease Agreement are recorded as follows:  
\_\_\_\_\_.
41. **PARKING:** LESSEE acknowledges that the rental property is equipped with specific areas for the parking of vehicles. Parking in areas not specifically designated for the parking of vehicles is prohibited, including but not limited to, lawn, fire lane, or emergency vehicle turn around areas. No more than two (2) vehicles per Premises are permitted to be parked in the parking area, unless otherwise authorized by LESSOR in writing. If the Premises has specifically assigned parking spaces, LESSEE agrees to park only in LESSEE's assigned parking space. Any vehicles not parked in a garage must be parked in either an assigned spot or other allowed parking areas. Visitors or guests may not park their vehicle for more than seventy-two (72) hours consecutively, anywhere on the rental property. Visitors or guests must park in the designated guest parking area for the rental property, where applicable. Any vehicles parked in unauthorized parking areas will be ticketed and towed at LESSEEs expense, including visitor's vehicles. All vehicles must be moved for snow removal purposes by 9:00 a.m. after a snow fall, this includes visitor's vehicles. If LESSOR notifies LESSEE of parking lot work LESSEE will be required to follow the guidelines set forth in such notification, which can include, but is not limited to, moving vehicles off the Premises for a period of time, or the inability to use LESSEE's garage. Failure to follow any rules set forth in such notification will result in the vehicle being ticketed and/or towed and



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if the LESSOR incurs any costs associated with the towing of LESSEEs or LESSEEs guest's vehicles those amounts will be assessed to LESSEEs account.

42. **PARKING IN FRONT OF GARAGES:** LESSEE may not park in front of any detached garage stalls at any property. LESSEE may not park in front of any attached garage stall, except for the following properties: Knots Landing, Mulliner (Buildings 685, 705, 745 & 765), Nottingham, Novella, Ravello, Riva Place, Stone Meadows, Terrace Lake, Urban Edge (Buildings 2353 & 2357) Waterford, and Woodland.
43. **GARAGE / GARAGE DOOR:** If LESSEE has a garage, whether attached or not, the garage door must remain shut at all times when not in use. LESSEE will be responsible for any damage to the Premises or property because of LESSEE's failure to keep the garage door closed when not in use. LESSEE is required to park the same number of vehicles in their garage as there are available stalls, prior to using any external parking spaces. LESSEE agrees that the garage provided, if applicable, is not to be used solely for the storage of anything other than a vehicle and that adequate space for a vehicle must always be maintained in the garage. LESSEE shall not store gas in the garage, or anywhere on the Premises. LESSEE will be responsible for any damage to LESSEE's garage door due to improper use, including but not limited to, the misuse of the manual keyed entry system, hitting the garage door, or blocking the path for the garage door to come down. If the Premises does not already have an electric garage door opening mechanism, and LESSEE wishes to have one installed, LESSEE must put in a request to LESSOR to obtain the details and proper procedure to have this completed, if possible. LESSEE agrees not to regularly conduct hobby crafting or use power tools in or near the garage in such a manner as to disturb the quiet use and enjoyment of other Lessees, neighbors, or LESSOR.
44. **STORAGE / MOVING CONTAINERS / TRAILERS:** LESSEE agrees that storage or moving containers or trailers cannot be regularly stored on the property, unless otherwise approved in writing by LESSOR. The temporary use of storage/moving containers or trailers is permitted only for a maximum of 48 hours, unless otherwise approved by LESSOR in writing. No storage or moving container, or trailer shall block or restrict traffic or the entry or exit from the property.
45. **UNDERGROUND PARKING / STORAGE LOCKERS:** LESSEE may store items neatly in the upper-front part of their designated underground parking space, subject to LESSOR's discretion. The parking space must always fit a full-sized vehicle. No cooking apparatuses of any kind are permitted in the underground parking garage. Be aware that the underground parking garage and storage lockers are NOT climate controlled and therefore any items stored may be subject to excessive moisture and/or humidity. LESSOR is not responsible for any loss or damaged items stored in the underground parking garage and/or storage lockers, unless caused by the negligent acts or omissions of LESSOR.
46. **RESIDENTIAL USE:** LESSEE shall not conduct any business activity nor store any materials used in the operation of commercial enterprise or hobby that are not consistent with common residential standards as determined in the sole discretion of LESSOR.
47. **GENERAL:** For the comfort, convenience, and benefit of all Lessees and to ensure the proper use and care of the property, LESSEE also shall comply with the following Rules and Regulations:
  - A. Do not publicly display any sign, placard, advertisement, or notice inside or outside the building without the LESSOR's prior written consent. No solicitation or political signs are allowed.
  - B. Do not cover or obstruct any window, door, or transom without the LESSOR's prior written consent.
  - C. Use caution when placing any rugs or mats on the floor as certain rugs or mats can cause damage and/or discoloration where they are placed. This includes, but is not limited to, rubber-backed mats or rugs, and office chair spike style grip mats.
  - D. If a roller chair or type of rolling equipment is used in the unit, a non-spiked mat should be placed underneath the area of use to avoid damage to the area.
  - E. Do not drive or drill nails, tacks, screws, holes, or apply other fasteners on or into any of the walls, ceilings, floors, doors, cabinets, partitions, or woodwork in the Premises except for small finishing nails. LESSEE agrees to be responsible for any damage caused by using anything other than small finishing nails, or from using an excessive amount of nails. Gummed hangers, wall mounted televisions, fireplaces, stripped or sticky lighting of any kind including, but not limited to, LED light strips and vinyl lettering or pictures are not permitted.
  - F. Do not use adhesive backed paper of any kind on shelves, drawers, walls, or countertops.
  - G. Do not allow water to run except when in actual use.
  - H. Do not plant any live trees or shrubbery.
  - I. Position furniture no less than six (6) inches away from heating registers during heating season.
  - J. Do not hold any type of public sale on the property including, but not limited to, garage sales, yard sales, moving sales, without the prior written consent of LESSOR. This restriction includes any public or private auctions.
  - K. No bird or animal feeders or houses of any kind are permitted on the property.
  - L. No persons are allowed on the roof at any time.
  - M. No persons shall conduct any animal processing, including gutting, on the premises.
  - N. Do not run an extension cord from the Premises, garage, deck, or patio, under any circumstances.
  - O. Do not hang or attach anything to, or tamper with, sprinkler heads located in the Premises. LESSEE agrees to be responsible for any damage caused by hanging or attaching anything to, or tampering with, any sprinkler heads.
48. **PACKAGES / MAIL:** LESSEE understands that LESSOR is not responsible for any mishandling of LESSEE's mail, packages, or deliveries, etc. Any delivery, package, or mail not specifically addressed to LESSEE shall be returned to the sender or not accepted. LESSEE



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- accepts the responsibility of forwarding mail and/or packages to their new address at the time of move out and understands that LESSOR will not be responsible for any mail delivery after LESSEE moves from the property.
49. **FIRE HAZARDS:** LESSEE will not use or keep on the Premises or on any part of the property any explosive, flammable, or combustible materials. Areas of the Premises include, but is not limited to, attached or detached garages, furnace rooms, underground parking, and/or underground storage areas. No fire pits of any kind are permitted on the property, including but not limited to, enclosed/open, portable, stationary firepits, etc. Fireworks are prohibited to be used on the property at any time. Furnace rooms must be accessible at all times and are not to be used for any storage. The furnace itself, the pathway to furnace, and/or the door to the furnace room must not be blocked at any time. LESSEE must maintain the upkeep and cleanliness of any mechanical rooms within the Premises.
50. **APPLIANCES:** LESSEE shall not leave the Premises while any appliance is in use. LESSEE agrees to conduct an internet search of the make and model of each appliance on the Premises in order to locate and reference the instructions for the proper use and cleaning of each appliance. LESSEE agrees to comply with the manufacturer's instructions for the use, cleaning and maintenance of each appliance. The costs of any service calls for any appliance in the Premises will be the responsibility of LESSEE, unless the problem or issue is deemed to be an issue with the appliance itself, and not due to LESSEE's intentional acts, negligence, or misuse. The costs to clean, repair, and/or replace any appliance due in part by LESSEE's intentional acts, negligence, or misuse of the appliance, will be charged to LESSEE. Damage to the appliance may include, but is not limited to, scratches, cracks, chips, clogged plumbing or filters, and broken hinges.
- A. **STOVE / OVEN / RANGE:** LESSEE agrees to use the stove hood and/or microwave fan whenever the stove top is in use, if applicable. In addition to following the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to use the proper cookware on the cooktop and proper cleaning products on or in the stove and oven.
- B. **REFRIGERATOR / FREEZER:** LESSEE agrees to not use, install, or attach items on or within the refrigerator or freezer. In addition to following the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to not pack the refrigerator or freezer above the recommended capacity, or use abrasive or non-recommended cleaners.
- C. **DISHWASHER:** LESSEE agrees to only use liquid dishwasher detergent or dishwasher pods in the dishwasher. In addition to the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to not use dish soap in the dishwasher, to rinse all dishes prior to placing them in the dishwasher for cleaning, and to not stand, sit, or place any weight, other than the bottom rack of the dishwasher, on the dishwasher door at any time.
- D. **MICROWAVE:** LESSEE agrees to clean or replace the microwave filter on at least a quarterly basis. In addition to following the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to not use any abrasive cleaners or sponges on the microwave.
- E. **GARBAGE DISPOSAL:** LESSEE understands that the garbage disposal is meant to be used only for small food items. Items that are not meant to be put down the garbage disposal include, but are not limited to, eggshells, bones, vegetable peels, celery, grease and oil, food pits, food peelings, pasta, fish, milk or cheese-based foods or dips, and non-food items.
- F. **WASHING MACHINE:** LESSEE agrees to use a high-efficiency laundry detergent when the washing machine requires such. LESSEE understands that using fabric softener is not recommended and can cause damage to the washing machine. Any damage to the washer that was in part due to the use of fabric softener, will be the responsibility of LESSEE. If the Premises contains a front load washer, it is LESSEE's responsibility to ensure the proper maintenance of the washer boot, which includes, leaving the door open until the interior of the washer is dry so as to prevent mildew, unpleasant odors, and discoloration. Timely removal of washed clothes from the washing machine and routine deep cleaning of the washer boot is required. If LESSOR has to replace the washer boot due to LESSEE's intentional acts, negligence, or misuse, LESSEE will be responsible for all costs incurred by LESSOR as a result.
- G. **DRYER:** LESSEE agrees not to use dryer sheets in the dryer. LESSEE must check and clear the lint trap of the dryer before and after each use.
- H. **WASHING MACHINE & DRYER LOCATION:** If LESSEE's Premises has two locations for the washing machine and dryer to be placed, LESSEE accepts the current location of the washing machine and dryer and agrees not to move them during LESSEE's tenancy. If LESSEE requests that LESSOR move the washing machine and dryer to the second location within the Premises, it is in the LESSOR's sole discretion whether or not that will be done. If LESSOR allows for the washing machine and dryer to be moved to the second location, then LESSEE must pay a three hundred dollar (\$300) moving fee which must be paid before the washing machine and dryer will be moved by LESSOR's maintenance staff.
- I. **FIREPLACE:** Fireplaces are included in select apartment units. LESSEE understands that fireplace gas lines, if applicable, are turned on by LESSOR approximately at the end of October and turned back off at approximately the end of April. LESSEE understands that the instructions for how to light the pilot light are located on the fireplace. Should LESSEE wish to use the fireplace, the pilot light will need to be lit. LESSEE shall attempt to light the pilot light themselves before submitting a service request for the LESSOR's assistance. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in the above section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
51. **CITY ORDINANCE VIOLATIONS:** LESSEE is required to abide by all state law and municipal ordinances applicable to where the rental property is located. If LESSEE fails to do so, LESSEE shall be assessed a charge of twenty-five dollars (\$25) plus the actual costs sustained by LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.



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52. **LEASE BREACH DETERMINATION:** Any determination as to whether these Rules and Regulations have been breached and whether any such breach shall constitute a default under the Lease Agreement shall be left solely to the discretion of LESSOR.
53. **LESSOR LIABILITY:** LESSOR shall not be liable for damage or loss to person or property caused by other Lessees or other persons including, but not limited to, theft, burglary, assault, vandalism, or other crimes, or for personal injury or damage to or loss of LESSEE's property from fire, flood, water leaks, rain, hail, snow, ice, smoke, explosions, interruption of utilities, or Acts of God, unless due to LESSOR's negligent acts or omission.
54. **AMENDMENT TO RULES AND REGULATIONS:** LESSOR reserves the right to amend any Rules and Regulations at any time upon twenty-eight (28) days' written notice to LESSEE. Any violation of these Rules and Regulations shall be deemed to be a material breach of the Lease Agreement into which this document is incorporated.
55. **ELECTRONIC DELIVERY:** By signing these Rules and Regulations, LESSEE specifically agrees to receive, obtain, and/or submit any and all documents and information electronically, except as prohibited by law. These documents and information will be collectively known as "Electronic Communications," and may include, but not be limited to, a copy of the Lease Agreement and any document related thereto, a security deposit and any document related to the accounting and disposition of the security deposit and security deposit refund, a promise made before entering into the Lease Agreement to clean, repair or otherwise improve any portion of the Premises, advance notice of entry, any and all current and future required notices and/or disclosures, as well as such documents, statements, dates, records, and other communications regarding LESSEE's relationship with Lexington Management, LLC. As allowed by law, LESSEE acknowledges and states that LESSEE is able to retain Electronic Communications by printing and/or downloading these Agreements, Electronic Communications, documents, or records. LESSEE accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling all terms and conditions of this agreement and agrees that such Electronic Communications fully satisfy any requirement that communications be provided to LESSEE in writing or in a form that LESSEE may keep. LESSEE agrees to provide and maintain a valid email for LESSOR to use for Electronic Communications. LESSEE agrees to regularly and thoroughly check email junk/spam folders for any communications from LESSOR. LESSEE acknowledges and agrees that Electronic Communications to any named LESSEE constitutes satisfactory delivery to any and all named LESSEES. As long as at least one LESSEE has an email on file, LESSOR will Electronically Communicate with LESSEES. ONLY upon the failure of all named LESSEES to provide an email will LESSOR deliver physical, paper copies of such communications to LESSEE.
56. **ELECTRONIC SIGNATURE:** LESSEE agrees that LESSEE's electronic signature is the legal equivalent of LESSEE's manual or handwritten signature, on this document. By electronically signing this document using any device, means, or action, LESSEE consents to the legally binding terms and conditions of the Rules and Regulations Agreement. LESSEE further agrees that LESSEE's signature on this document (hereafter referred to as "E-signature") is as valid as if the LESSEE signed the document in writing. LESSEE also agrees that no certification authority or other third-party verification is necessary to validate LESSEE's E-signature or any resulting agreement between LESSEE and Lexington Management, LLC.